

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Covington & Burling LLP

2. Registration No.

5852

3. Name of Foreign Principal

Embassy of New Zealand

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

See attachment.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Covington & Burling LLP will develop a legislative solution and strategy for facilitating greater trade and investment between the United States and New Zealand by improving temporary entry for New Zealanders into the United States. Covington & Burling LLP engages with relevant leaders in the U.S. Congress, Executive Branch, media, think tanks, and the business community to build support for the legislative proposal and corresponding justifications.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

See response to question 8.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
September 05, 2014	Peter L. Flanagan, Partner	/s/ Peter L. Flanagan eSigned

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



NEW ZEALAND

Embassy WASHINGTON
TE AKA AORERE

Martin Gold
Covington & Burling LLP
1201 Pennsylvania Ave, NW
Washington, DC, 20004

June 26 2014

Re: Extension of Engagement Letter to September 30 2014

Dear Martin,

Further to your letter of engagement of May 31 2013 (attached) and subsequent extensions of the term of the engagement to June 30 2014, I would like to confirm we have agreed to extend the engagement for a further term.

The contract term is from July 1 2014 through September 30 2014, with a fee of \$20,000 per month. This monthly fee will cover all services, exclusive of reimbursable expenses.

Thank you for your strong service assisting the Embassy, we look forward to working with you further.

Yours sincerely,

Rt Hon Mike Moore
Ambassador

Agreed to:

Covington & Burling LLP

By:

37 Observatory Circle, NW Washington, DC 20008
Telephone (202) 328-4800 Facsimile (202) 667-5227
Email info@nzemb.org Internet www.nzembassy.com/usa

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May 31, 2013

Rt. Hon. Mike Moore
New Zealand Ambassador to the United States
New Zealand Embassy
37 Observatory Circle, N.W.
Washington, D.C. 20008

Re: Engagement Letter: closer US/NZ economic relations

Dear Amb. Moore:

We are very pleased to confirm that Covington & Burling LLP will represent the New Zealand Embassy in the United States in the project described below, related to the Embassy's efforts to facilitate greater trade and investment between the United States and New Zealand through improved temporary entry for New Zealand nationals into the United States. It is a privilege to work with the Embassy on this important matter.¹

We understand that the Embassy would be our client in this representation and not any other affiliates or related parties, including other agencies of the government of New Zealand. If by subsequent agreement our services are extended to other matters, the provisions of this letter will also apply to that representation unless it is otherwise agreed in writing.

I will be in charge of the engagement, but other professionals will be called upon as needed. Our statements will be rendered monthly.

Project: Develop a legislative solution and strategy for facilitating greater trade and investment between the United States and New Zealand by improving temporary entry for New Zealanders into the United States.

Contract Terms: The initial contract term is June 1, 2013, through November 30, 2013, with a fee of \$20,000 per month. This monthly fee will cover all services, exclusive of reimbursable expenses.

¹ Covington & Burling LLP is a limited liability partnership organized under the laws of the District of Columbia. Under this form of partnership, a partner's personal assets are not subject to claims against the firm (and other partners) based on contracts, professional negligence or other liability unless the partner is personally liable based on his or her own conduct.

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May 31, 2013
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We would expect payment of our statements in full within 30 days of receipt. If you have a question regarding a particular charge or other aspect of a statement, we hope you will raise it with us, but we would expect timely payment of the portion not subject to question. If any statement remains unpaid for more than 90 days, we may cease performing services until satisfactory arrangements have been made for payment of outstanding statements and payment of future statements.

We agree that you may terminate this contract prior to the end of the initial term by providing 30 days' notice. If this contract is so terminated, you will pay all outstanding fees and expenses for work completed to date but will not be required to pay any amount by way of penalty or loss of anticipated profits.

Currently, our records reveal no existing representation of another client on any matter that is adverse to you. Our records also reveal no existing representation in another matter of another client which would be an adverse party to you on temporary entry matters.

Without your prior written and informed consent, we will not undertake any adverse representation in the future that is substantially related to this potential representation, nor will we undertake any substantially related adverse representation with respect to any other matter we may subsequently undertake on behalf of the Embassy.

On matters that are not substantially related to the subject matter of our potential representation of the Embassy, Covington will not be prevented from taking positions for other clients that might not be in accord with the position of the Embassy. For example, Covington may represent other firm clients on trade issues as long as the matter is not related to the subject matter of our representation of the Embassy. Subject to the relevant provisions of the District of Columbia's Rules of Professional Conduct, you consent (i) to our representing as clients, in other matters in which they are not adverse to you, parties who are adverse to the Embassy in matters in which we do represent you and (ii) to our representing clients in business transactions, counseling, litigation, legislation, or other matters in which they are adverse to the Embassy provided that any such matter has no substantial relationship to any matter in which we represent or have represented you. At the same time, Covington will be sensitive to the possibility of conflicts or other problems that might arise from particular adverse relationships. In such a situation, we will seek to consult with you appropriately. In general, we identify conflicts on a case-by-case basis once a specific engagement is proposed.

Before commencing work on this matter, Covington and its professionals will need to register with the Department of Justice under the Foreign Agents Registration Act. You understand that our registration will disclose certain information concerning this matter, including this engagement letter, and we will be required to file periodic supplemental statements with the Department of Justice that will disclose additional information concerning our activities.

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You agree that both you and our firm may use electronic devices and Internet services to communicate with each other and forward documents notwithstanding some risk that such communications may be intercepted by and disclosed to unauthorized parties. You agree that the benefits of using such technology outweigh the risks of unauthorized disclosure.

Subject to the provisions above relating to registration with the Department of Justice under the Foreign Agents Registration Act and the use of electronic devices and Internet services, we agree to treat as confidential and not disclose to any third party, nor use for our own benefit, any information about you or provided by you in the course of or relating to this contract except:

- where the disclosure is authorized by you in writing and following informed consent or necessary for the proper performance of our obligations under this contract;
- where the disclosure is required by law, provided that we will give you prompt notice of the required disclosure if permitted to do so; or
- where the information is public knowledge.

I trust this letter accurately states our mutual understanding. If you have questions about any aspect of it, please let me know promptly; otherwise I would appreciate your confirming our understanding by signing and returning a copy of this letter to me.

We very much appreciate your selecting our firm to assist you, and we look forward to working with you on this matter.

Best wishes,


Martin B. Gold

Agreed to:

New Zealand Embassy

By: 